SERFF Tracking Number: CAIC-125718326 State: Arkansas
Filing Company: Continental American Insurance Company State Tracking Number: 39478

Company Tracking Number: 6889

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: SIS Accident 08

Project Name/Number: /

# Filing at a Glance

Company: Continental American Insurance Company

Implementation Date Requested: On Approval

Product Name: SIS Accident 08 SERFF Tr Num: CAIC-125718326 State: ArkansasLH TOI: H02G Group Health - Accident Only SERFF Status: Closed State Tr Num: 39478

Sub-TOI: H02G.000 Health - Accident Only Co Tr Num: 6889 State Status: Approved-Closed

Filing Type: Form

Co Status:

Author: Kathy Peterson

Disposition Date: 07/07/2008

Date Submitted: 07/01/2008

Disposition Status: Approved-

e Submitted: 07/01/2008 Disposition Status: Approved-

Implementation Date:

Closed

State Filing Description:

# **General Information**

Project Name: Status of Filing in Domicile: Pending

Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large Overall Rate Impact: Group Market Type: Employer

Filing Status Changed: 07/07/2008 State Status Changed: 07/07/2008

Corresponding Filing Tracking Number: 6889

Filing Description:

Please see cover letter.

Deemer Date:

# **Company and Contact**

#### **Filing Contact Information**

Kathy Peterson, Senior Compliance Analyst companycompliance@caicworksite.com
2801 Devine Street (888) 730-2244 [Phone]

Company Tracking Number: 6889

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: SIS Accident 08

Project Name/Number: /

Columbia, SC 29205 (803) 929-4947[FAX]

**Filing Company Information** 

Continental American Insurance Company CoCode: 71730 State of Domicile: South Carolina

2801 Devine Street Group Code: Company Type: LAH

Columbia, SC 29205 Group Name: Continental Amer Ins State ID Number:

Co

(803) 256-6265 ext. [Phone] FEIN Number: 57-0514130

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SERFF Tracking Number: CAIC-125718326 State: Arkansas
Filing Company: Continental American Insurance Company State Tracking Number: 39478

Company Tracking Number: 6889

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: SIS Accident 08

Project Name/Number: /

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50.00 per filing

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Continental American Insurance Company \$50.00 07/01/2008 21182697

SERFF Tracking Number: CAIC-125718326 State: Arkansas 39478

H02G Group Health - Accident Only

Filing Company: Continental American Insurance Company

State Tracking Number:

Sub-TOI:

H02G.000 Health - Accident Only

Product Name: SIS Accident 08

Project Name/Number:

Company Tracking Number:

# **Correspondence Summary**

# **Dispositions**

TOI:

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	07/07/2008	07/07/2008

Company Tracking Number: 6889

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: SIS Accident 08

Project Name/Number: /

# **Disposition**

Disposition Date: 07/07/2008

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 6889

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: SIS Accident 08

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Certification of Compliance	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Form	Master Policy	Approved-Closed	Yes
Form	Certificate	Approved-Closed	Yes
Form	Master Application	Approved-Closed	Yes
Form	Enrollment Form	Approved-Closed	Yes
Form	Endorsement	Approved-Closed	Yes

Company Tracking Number: 6889

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: SIS Accident 08

Project Name/Number: /

# Form Schedule

Lead Form Number: CAI7100

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed	CAI7100	Policy/Cont Master Policy ract/Fratern al Certificate	Initial		42	CAI7100.pdf
Approved- Closed	CAI7101	Certificate Certificate	Initial		40	CAI7101.pdf
Approved- Closed	CAI7110	Application/Master Application Enrollment Form	Initial		40	CAI7110.pdf
Approved- Closed	CAI7111	Application/Enrollment Form Enrollment Form	Initial		40	CAI7111.pdf
Approved- Closed	CAI7139	Policy/Cont Endorsement ract/Fratern al Certificate: Amendmen t, Insert	Initial		56	CAI7139.pdf
		Page, Endorseme nt or Rider				



#### 2801 Devine Street, Columbia, South Carolina 29205

(herein called Continental American)

### **GROUP MASTER POLICY**

Group Policy No.:	{ SAMPLE }
Policyholder:	{}}
Group Policy delivered in:	{} and will be governed by the laws thereof.
Group Policy effective date:	{}}
Initial Group Policy term:	{}}
Group Policy Anniversary Date:	{}}
the terms under which We agree to insuffice the terms under the te	r is the Application and the payment of the premiums. The Group Policy containing persons and pay benefits.  TH CAROLINA ON THIS 1ST DAY OF, 20}  NENTAL AMERICAN INSURANCE COMPANY

# **GROUP ACCIDENT INSURANCE POLICY**

President

**IMPORTANT NOTICE** - This is an Accident Plan and does not provide coverage for sickness. This is not Workers' Compensation Insurance. The Insured Person and/or Motor Carrier does not become a subscriber to the Workers' Compensation System by purchasing the Group Policy.

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#### SCHEDULE OF BENEFITS

# **SCHEDULE (A) – (Occupational Benefits)**

# {Accidental Death and Dismemberment Benefit

{Principal Sum:} {{10 x salary to} \$10,000.00 to \$250,000.00}

{Maximum Benefit Payable:} {{10 x salary to} \$10,000.00 to \$250,000.00} {Lump Sum:} {{10 x salary to} \$10,000.00 to \$250,000.00}

{Monthly Installments/Survivor Benefit:} {\$100.00 up to \$1,000.00 per month for up to 0 to 275 months} {Monthly Installments/Survivor Benefit:}

{If the Insured Person, suffers loss of life due to a Covered Accident, a lump sum payment of {\$10,000.00 to \$50,000.00} will be made in accordance with the Payment of Claims provision in this Policy.

If the Insured Persons is survived by a spouse and/or dependent child(ren), the spouse will receive {1%} of the remaining Principal Sum per month until he/she dies or remarries not to exceed {0 to 100 Months} or until the maximum benefit is paid, whichever occurs first. If the spouse dies or remarries, the Insured Person's dependent child(ren) under age {18-24}, will receive this benefit until their {18th-25th} birthday or until the maximum benefit has been paid, whichever is first.}

{If the Insured Person suffers loss of life due to a Covered Accident, a lump sum payment of [\$10,000.00 to \$50,000.00] will be made in accordance with the Payment of Claims provision in this Policy.

The balance of the remaining Principal Sum will be paid in accordance with the Payment of Claims provision in this Policy at a rate of {1% to 10%} per month for a period not to exceed {10-100} months. Payment of this benefit will end on the earlier of the following dates:

- A. The date the full Principal Sum has been paid; or
- B. The date the beneficiary (as designated in writing or as deemed under the Payment of Claims provision of this policy) dies.}

#### { Temporary Total Disability Benefit

Disability Commencement Period: {30 to 180} Days from the date of Injury

Waiting Period: {7 Days} Maximum Payment Period: {104 Weeks}

Maximum Weekly Benefit: {{70% to 75%} of Average Weekly Earnings up to} {\$150.00 to

\$1,000.00} per week.

**Benefit Reductions:** {Post Disability Earnings}

#### {Permanent and Total Disability Benefit

Disability Commencement Period: {90} Days from the date of Injury Waiting Period: {12 to 24 consecutive Months}

{Lump Sum:} {Principal Sum}

{Monthly Installment:

Maximum Monthly Benefit: {1%} of Principal Sum

Maximum Benefit Period: {100 Months}

Benefit Reductions: Any AD&D benefits previously paid for the same accident {and} {100%

of primary Social Security Disability Award.}}

CAI7100 3

# { <u>Accident Medical Expense Benefit</u>

Accident Medical Expense Benefit

Commencement Period: {30 to 180} Days from the date of Injury

Accumulation Period: {104 Weeks}

Maximum Benefit: {\$10,000.00 to \$1,000,000.00}

# ${\bf Deductible}$

Applicable to Temporary Total Disability Benefit and Accident Medical Expense

Benefit: {\$0.00 to \$1,000.00}

### **SCHEDULE OF BENEFITS**

# {SCHEDULE {B} – {Non-Occupational Benefits}

# {Accidental Death and Dismemberment Benefit

{Principal Sum:} {\$5,000.00 to \$10,000.00} {Maximum Benefit Payable:} {\$5,000.00 to \$10,000.00} {Lump Sum:} {\$5,000.00 to \$10,000.00}

# { <u>Accident Medical Expense Benefit</u>

Accident Medical Expense Benefit

Deductible - Per Injury {\$0.00 to \$500.00} Accumulation Period: {52 to 104 Weeks}

Maximum Benefit: {\$5,000.00 to \$10,000.00}

#### **SCHEDULE OF BENEFITS (continued)**

### **Maximum Benefits per Insured Person**

The Maximum Benefit that may be paid out to an Insured Person under the Group Policy for losses arising from any one accident, for all of the {Non-Occupational Benefits, Schedule A} {and} {Occupational Benefits, Schedule B} coverages shown below:

Maximum Benefit for {Accidental Death and Dismemberment,} {Temporary Total Disability,} {Permanent and Total Disability,} and {Accident Medical Expense Benefits} {\$10,000.00 to \$1,000,000.00}}

# **Maximum Benefits to All Insured Persons**

The Maximum Benefit that may be paid out to ALL Insured Persons under the Group Policy for losses arising from any one accident, for all of the {Non-Occupational Benefits, Schedule A} {and} {Occupational Benefits, Schedule B} coverages shown below:

Maximum Benefit for {Accidental Death and Dismemberment,} {Temporary Total Disability,} {Permanent and Total Disability} and {Accident Medical & Dental Expense Benefits} {\$2,000,000.00 - \$5,000,000.00}

#### **DEFINITIONS**

As used in the Group Policy:

**Accumulation Period:** means the maximum period of time in which benefits will be payable under the Group Policy.

**Application:** means any form provided by Us which is completed by an Insured Person for coverage under the Group Policy.

**At Work:** means actively working at least {20-40} hours each week performing the substantial and material duties of his regular occupation specified in his Application for insurance.

**{Contract Carrier:** means the trucking company identified on the Member's Application for insurance.}

**Covered Expense:** means a Covered Medical Expense, or a Covered Dental Expense incurred by an Insured Person:

- (1) solely and directly as a result of Injury; and
- (2) within the Accumulation Period shown on the Schedule of Benefits.

A medical or dental expense will be a Covered Expense under the Group Policy only if:

- (1) it is incurred on the recommendation or approval of a Physician attending the Insured Person;
- (2) it is medically necessary; and
- (3) the provider of the service is acting within the scope of his license.

{**Deductible:** means the total amount of covered expenses incurred for a covered loss or losses by an Insured Person or Insured Persons as shown in the Schedule of Benefits that will not be paid for by the Group Policy.}

**Degenerative Condition**: means any condition which is a progressive deterioration of physical characteristics from the normal level.

**Disability Commencement Period:** means, the period of time, which is allowable under the Group Policy, between the date of the accident causing Injury and the date Total Disability begins. The Disability Commencement Period is shown in the Schedule of Benefits.

**Experimental:** any procedure or treatment which is deemed to be experimental or investigational in nature by an appropriate technological assessment body established by any state or federal government.

**Extended Care Facility:** means, an institution operating pursuant to law which is engaged in providing, for compensation from its patients, skilled nursing care and related services, including physical therapy services, to persons convalescing from an injury and who are confined for the purpose beyond 24 hours, and which has facilities for 10 or more in-patients, and provides such facilities under the supervision of a Physician and a registered graduate nurse and maintains clerical records on all its patients.

**He, His or Him:** means she, hers, or her respectively when referring to a female.

**Home Health Care:** means, nursing care and treatment of an Insured Person in his home as part of an overall extended treatment plan. To qualify, the plan must:

- (1) be established and approved in writing by the attending Physician;
- (2) be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency;
- (3) commence within {1-30} days of discharge from a Hospital; and
- (4) be preceded by a Hospital confinement of {1-30} days or more.

No benefits are payable for Home Health Care services by a person who is a member of the Insured Persons' immediate family, or resides in the Insured Person's home.

**Hospital:** means, an institution which meets these requirements:

- (1) it is licensed as a Hospital;
- (2) it provides facilities for medical and surgical treatment either:
  - (a) on its premises; or
  - (b) through formal written arrangements with other Hospitals;
- (3) it provides said treatment primarily to patients confined for more than 24 hours;
- (4) it provides 24 hour nursing services supervised by registered graduate nurses;
- (5) all treatment and services are supervised by Physicians; and
- (6) it charges patients for its services.

In no event will the term include an institution which is primarily a rest home, or home for the aged, or which is primarily engaged in the care and treatment of drug addicts or alcoholics.

**Hospital Intensive Care:** means, confinement in that section or portion of a Hospital established for critically injured persons, which has full-time nurses or other skilled Hospital employees in constant attendance; equipment for treating the critically injured person, and direct supervision of a full-time Physician or intensive care committee of the medical staff.

**Injury:** means with respect to benefits payable under the Group Policy, the following for  $\{Non-Occupational\ Benefits,\ Schedule\ A\}$   $\{and\}$   $\{Occupational\ Benefits,\ Schedule\ B\}.$ 

{Non-Occupational Benefits, Schedule A - the term "Injury" means accidental bodily Injury to an Insured Person which:

- (1) is sustained solely through accidental means and independently of all other causes; and
- (2) occurs while the Insured Person is covered under the Group Policy; and
- (3) does not arise out of or in the course of his usual and customary duties of his regular occupation.

All injuries sustained by an Insured Person in any one accident will be considered a single Injury.

Losses caused by the following are not considered as resulting from "Injury" and are not covered under the Group Policy:

- (1) sickness, disease or bacterial infection except which results from accidental Injury or bacterial infections which results from accidental ingestion of contaminated substances; or
- (2) medical or surgical treatment of a sickness or disease.

{Occupational Benefits, Schedule B - the term "Injury" means accidental bodily Injury to an Insured Person which:

- (1) is sustained solely through accidental means and independently of all other causes; and
- (2) occurs while the Insured Person is covered under the Group Policy; and
- (3) arises solely out of or in the course of the usual and customary duties of his regular occupation as stated on his Application while on dispatch with a contract motor carrier {and away from the Insured Person's primary residence}.
- {(4)is sustained while performing normal maintenance and repairs on his tractor/trailer while away from his primary residence and on dispatch.}

All injuries sustained by an Insured Person in any one accident will be considered a single Injury.

Losses caused by the following are not considered as resulting from "Injury" and are not covered under the Group Policy:

- (1) bodily Injury sustained in a non-occupational accident;
- (2) sickness, disease or bacterial infection except which results from accidental Injury or bacterial infections which results from accidental ingestion of contaminated substances; or
- (3) medical or surgical treatment of a sickness or disease.
- {(4) performing normal maintenance or repairs on his trailer or tractor while not on dispatch, or while on dispatch and at his primary residence.}

### **In-patient Services:** means services which include:

- (1) Hospital room and board but not more than the average semi-private room rate charged by the Hospital for each day of Hospital confinement, EXCEPT THAT for Intensive Care, not more than {twice} the average semi-private room rate charged by the Hospital for each day of such confinement and for not more than a maximum of {15 days} for any accident; and
- (2) Hospital services and supplies medically required for the care and treatment of patients (other than personal comfort services such as radio, television, telephone, barber and beauty services).

**Insured Person:** means a person who is eligible and is insured under the Group Policy.

**Medically Necessary:** means that a service or supply is necessary and appropriate for the diagnosis or treatment of an Injury based on generally accepted current medical practice, as determined by Us. A service or supply will not be considered Medically Necessary if:

- (1) it is provided only as a convenience to the Insured Person or provider;
- (2) it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- (3) it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- (4) it is part of a plan of treatment that is experimental, unproven or related to a research protocol. The fact that any particular Physician may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

{Member: means an Independent Trucker Owner/Operator or contract driver who has chosen to participate in the {{National Association of Buying Services}{plan.}}

**Out-patient Services:** means services, supplies and treatment provided by a Hospital, clinic or doctor's office where no overnight confinement is required and no room and board charges are made.

**Pre-existing Condition:** any condition for which treatment was received within {12} months prior to the Insured Person's Effective Date of Coverage.

**Physician:** means a practitioner of the medical arts who is acting within the lawful scope of his license either as a doctor of medicine or a doctor of osteopathy or as such other practitioner as the Company must by law recognize as a Physician legally qualified to render such treatment. The person cannot be the Insured Person or a member of his immediate family. "Immediate family" means the Insured Person's spouse, son, daughter, father, mother, brother or sister, grandparent, or any other person residing in the Insured Person's home.

**Policyholder:** means the {Association} {Employer} {Trust} in whose name the Group Policy is issued, as shown on the face page.

Reasonable and Customary Charge: means a charge which is not more than is charged when there is no insurance; and is not more than the prevailing charge in the locality for a like service or supply. A like service is one of the same nature and duration, requiring the same skill and performed by one of similar training and experience. A like supply is one which is the same or substantially equivalent. Locality is the city or town where the service or supply is obtained, if it is large enough so that a representative cross-section of like services or supplies can be obtained. In large cities, it may be a section or sections of the city, if the above criteria can be met. In smaller urban or rural areas, it may have to be expanded to include surrounding areas to meet the criteria.

**Related Disabilities:** means successive periods of Total Disabilities, unless: (1) the latter Total Disability results from a separate accident; or (2) the periods of Total Disability are separated by at least {14-30} days during which the Insured Person is "At Work".

{Social Security Disability Award: means Social Security disability benefits for which the Insured Person has submitted a claim and has been approved for payment by the Social Security Administration.}

{Subscribing Unit: means an {Association,} {Employer,} {Participant} in the {Trust} who has elected in writing to participate in the coverage under the Group Policy.}

#### Totally Disabled or Total Disability: means

- {(1) For purposes of the TEMPORARY TOTAL DISABILITY BENEFIT Provision only, a continuous and uninterrupted disability that prohibits the Insured from performing the material and substantial duties of his occupation or job, during which the Insured is not engaged in any occupation for wage or profit where the Insured earns more than {70% to 85%} of {his pre-disability income}{the Maximum Weekly Benefit}. The Insured must be under the regular care and treatment of a Physician for the duration of the disability period.}
- {(2) For purposes of the PERMANENT AND TOTAL DISABILITY BENEFIT Provision only, a continuous and uninterrupted disability that prohibits the Insured from performing the material and substantial duties of ANY occupation or job for which he is trained, educated, or experienced and for which the Insured has been granted a Social Security Disability Award. {The Insured must be under the regular care and treatment of a Physician for the duration of the disability period.}
- {(3)} For purposes of the WAIVER OF PREMIUM BENEFIT Provision only, a disability caused by Injury sustained by the Insured Person which:
  - (a) for the first twelve consecutive months, continuously prevents him from performing the material and substantial duties of his regular occupation specified in his Application for insurance; and
  - (b) thereafter prevents him from performing the material and substantial duties pertaining to any occupation for which he is or becomes qualified by education, training and experience.
- {(4)} For purposes of any other provision of the Group Policy, the inability of the Insured Person to perform due to Injury the material and substantial duties of any occupation for which he is reasonably fitted by education, training or experience.

**Waiting Period:** means, for an Insured Person who becomes Totally Disabled while insured under the Group Policy, the period of time the Insured Person must be Totally Disabled before Total Disability benefits can become payable. The Waiting Period is shown in the Schedule of Benefits.

We, Us or Our: means Continental American Insurance Company.

### ELIGIBILITY, EVIDENCE OF INSURABILITY AND PARTICIPATION

### **{Eligibility**

**ELIGIBLE PERSONS:** Persons eligible for coverage under the Group Policy are the following:

Class	Description
{1}	{Members who are participants in the {Association} {Trust} and who:
	(a) are At Work;
	(b) are not Totally Disabled;
	(c) are age {16-21} or over but have not attained age {70-80}; and
	(d) are under long-term lease agreements of 30 days or more with a contract
	motor carrier}.}

**Group Policy Age Limit:** {No Individual will be eligible for insurance beyond Age {70-80}.}}

### {Participation

{PARTICIPATION: A Member may choose to participate in this insurance plan by completing an Application for insurance.}}

#### EFFECTIVE DATE

**Insured Person's Effective Date:** Each Insured Person who is eligible for this insurance and has elected to participate by giving Us an Application for the insurance will become insured on the later of the following dates:

- (1) the Effective Date of the Group Policy;
- (2) {the date the Company approves the Insured Person's Application provided that}{the first day of the month following the date the Company approves the Insured Person's Application provided that}:
  - (a) the Insured Person's Application for insurance has been received, and he is At Work on such date; and
  - (b) authorized payment for the required premium has been made; or
- (3) if evidence of insurability is required, the date that We determine that he is insurable.

If an Insured Person is not At Work on the date his insurance would otherwise have been effective, such insurance will take effect on the first date thereafter that he returns to work for one full day.

#### TERMINATION OF COVERAGE

Insurance under the Group Policy will terminate for each Insured Person on the earliest time indicated below:

- (1) the date the Group Policy terminates;
- (2) the date that he ceases to be eligible for the insurance:
  - (a) With respect to an Insured Person, this means:
    - (i) the date that he ceases to participate in the {Association} {Plan}
    - (ii) the date that he ceases to be At Work.
    - (iii) the date that he ceases to be contracted with the "Contract Carrier" named on his Application.
    - {(iv) the date that he is no longer an employee/member of the Subscribing Unit.}
    - {(v) the date the Subscribing Unit ceases to participate {in the Plan.}
- (3) the date that he attains age  $\{70-80\}$ ; or
- (4) the date of expiration of the Grace Period for an unpaid premium.

#### **{CHANGE IN COVERAGE**

Request for Change in Coverage: An Insured Person may request a change in his coverage if he:

- (1) is eligible for such change in coverage;
- (2) is At Work; and
- (3) is not Totally Disabled.

The change must be requested in writing. It will become effective on:

- (1) the date the request for change has been approved by the Company; or
- (2) the date We determine that he is insurable, if the Application is for an increase in coverage and evidence of insurability is required.

If an Insured Person is not At Work on the date his change in coverage would otherwise have been effective, such change will take effect on the first date thereafter that he returns to work for one full day.}

#### **BENEFIT PROVISIONS**

#### {ACCIDENTAL {DEATH} {AND} {DISMEMBERMENT} BENEFIT

We will pay the benefit set forth below when We receive due proof that:

- (1) the Insured Person sustained an Injury; and
- (2) such Injury resulted in a Covered Loss shown below; and
- (3) the loss occurred within 365 days of the accident which caused the Injury.

When benefits become payable, we will pay the Benefit Payable set opposite the Covered Loss as shown in the Table of Covered Losses. The amount of the {Principal Sum} {Maximum Benefit Payable} applicable to each Insured Person for {Non-Occupational Benefits, Schedule A,} {and} {Occupational Benefits, Schedule B,} is shown in the SCHEDULE OF BENEFITS.

#### TABLE OF COVERED LOSSES

### **Benefit Payable**

The Principal Sum
The Principal Sum
One Half The Principal Sum
One Half The Principal Sum
One Half The Principal Sum
One Half The Principal Sum
The Principal Sum
One Half The Principal Sum
One-Half the Principal
One-Quarter the Principal

{Loss means, with regard to:

- (1) hands and feet, actual physical complete and permanent separation of a hand at or about the wrist, or of a foot at or above the ankle:
- (2) sight, entire and irrecoverable loss thereof;
- (3) thumb and index finger, actual physical complete and permanent through or above the metacarpophalangeal joints;

{"Paralysis" will mean with regard to Quadriplegia, Paraplegia and Hemiplegia: the loss of use without severance of the applicable limbs, which is continuous and uninterrupted. Such loss must be certified by a licensed Physician to be permanent and irreversible.}

{"Loss" with reference to Loss of Use means the total and irrecoverable Loss of Use, provided the Loss of Use is continuous for 12 consecutive months, and such Loss of Use is determined to be permanent and irrecoverable at the end of such period.}

Benefits for loss of life under this Benefit Provision will be paid per the Schedule of Benefits.

{If more than one Loss results from the same Injury, only one amount, the largest, will be payable. In no event will the total of all Benefits Payable on the life of the Insured Person under the Accidental Death And Dismemberment Benefit provision exceed the {Principal Sum} {Maximum Benefit Payable} which applies to the Insured Person.}

All Dismemberment Benefits will be paid in one lump sum.

Benefit limitations are shown on the Schedule of Benefits.}

# **{ACCIDENT MEDICAL EXPENSE BENEFIT**

We will pay the Reasonable and Customary amount of Covered Expense(s) incurred within the Accumulation Period by an Insured Person, which are in excess of the Deductible, if any, but not more than the Maximum Benefit for Medical Expense shown in {Non-Occupational Benefits, Schedule A} or {Occupational Benefits, Schedule B} of the SCHEDULE OF BENEFITS.

ACCIDENT MEDICAL EXPENSE BENEFIT: A charge for medical or dental service or supply will be a Covered Expense under the Group Policy only to the extent that it is Reasonable and Customary. An expense will be deemed to have been incurred when the service or supply is rendered or provided.

#### "Covered Medical Expense" means, the Reasonable and Customary Charges:

- (1) of a professional ambulance service for one round trip to and from a Hospital;
- (2) of a Physician for medical care, necessary for treatment of an Injury;
- (3) for the initial supply, but not replacement, of casts, splints, trusses, braces, artificial limbs and artificial eyes. The rental of oxygen equipment, Hospital beds, wheelchairs and other durable equipment not to exceed the purchase price of such equipment;
- (4) of a Hospital for In-patient Services, Out-patient Services, and emergency room services;
- (5) of a qualified nurse, if under the supervision of a registered graduate nurse, for Home Health Care which follows a {one to 30} day period of Hospital confinement and which is prescribed by a Physician;
- (6) of an Extended Care Facility for In-patient Services which follow a period of Hospital confinement of at least {one to 30} days, provided the confinement in the Extended Care Facility results from the need for further and indefinite medical care and the attending Physician certifies the confinement is Medically Necessary;
- (7) for manipulation therapy on an Out-patient basis, treatment will be treated as a Covered Medical Expense {only to the extent the charges do not exceed {\$500.00-\$2,000.00} per Injury};
- (8) for Physical Therapy, on an Out-patient basis, treatment will be treated as a Covered Medical Expense {up to a maximum of {10-50} visits per Injury}; and
- (9) for prescription drugs which are Medically Necessary for the treatment of a covered Injury and have been prescribed in writing by a Physician.

"Covered Dental Expense" means, the Reasonable and Customary Charge for the care, treatment, or replacement due to an Injury of sound whole natural teeth provided such care is recommended and given by a dentist operating within the scope of his license. Covered Dental Expense payable will be limited to the Maximum Benefit for Medical Expense per Injury shown in the Schedule of Benefits.

**EXCLUSIONS.** In addition to the General Exclusions and Limitations, no benefit will be payable, or coverage provided under this Benefit Provision for:

- (1) prosthetic or orthopedic appliances except as required for the replacement of natural parts of the body;
- (2) dental treatment except as provided in the Schedule of Benefits:
- (3) services of a Federal, Veteran's, State or Municipal Hospital for which the Insured Person is not liable for payment;
- (4) any expenses for loss incurred after the Insured Person becomes eligible for Medicare;
- (5) cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of injuries;
- (6) eye refractions, eyeglasses or contact lenses, or for the cost of a hearing aid;
- (7) expenses incurred after the Accumulation Period
- (8) any service or charge for which the Insured is not legally obligated to pay;
- (9) sales tax or gross receipts tax, or any charges to complete a claim form;
- (10) transportation costs other than for emergency ambulance services;
- (11) custodial, respite, rest or supportive care which does not assist the Insured to recover from an Injury;
- (12) personal comfort items such as telephone, television or similar services; {and}
- (13) expenses incurred which are in excess of the Reasonable and Customary Charge; {and}
- {(14) all hernias or hemorrhoids.}

Benefit limitations are shown on the Schedule of Benefits.}

### **TEMPORARY TOTAL DISABILITY BENEFIT**

We will pay the Weekly Benefit described below to the Insured Person when We receive due proof that:

- (1) he is Totally Disabled; and
- (2) such Total Disability:
  - (a) resulted solely and directly from Injury while insured under the Group Policy;
  - {(b) began before the Insured Person attained age {70-80}};
  - (c) began within the Disability Commencement Period shown in the Schedule of Benefits;
  - (d) continued without interruption for at least the Waiting Period shown in the Schedule of Benefits;
  - {(e)was a result of Injury sustained while the Insured Person was performing the duties of his regular occupation. {This does not apply to Schedule A Non-Occupational.}}

The Weekly Benefit which applies to the Insured Person will:

- (1) become payable at the end of the Waiting Period;
- (2) continue to be payable while the Insured Person is Totally Disabled; and
- (3) will end on the earliest date that:
  - (a) the date the Maximum Benefit Period is exhausted;
  - (b) the date the Insured Person ceases to be under the regular care of a Physician;
  - (c) the Maximum Payment Period shown in the Schedule of Benefits is exhausted;
  - (d) the date the Insured no longer satisfies the definition of "Total Disability";
  - (e) the Insured Person dies;

For the purpose of calculating the Maximum Payment Period, Related Disabilities will be counted toward one period of Total Disability.

**Weekly Benefit Calculation:** The Weekly Benefit amount payable will be the lesser of {70% to 75%} of the Insured Person's Average Weekly Earnings; or the Maximum Weekly Benefit (shown in the Schedule of Benefits), {reduced by any Post Disability Earnings}. The term "Average Weekly Earnings" will be calculated as follows: the Insured Person's prior year's Net Income after Business Expenses or Wages for Federal Income Tax purposes provided the Insured Person's occupation was essentially the same as current, divided by 52. If the Insured Person's occupation was not essentially the same, earnings will be calculated on a pro-rata basis from the most recent verifiable income records. {Average Weekly Earnings will in no event be considered to be less than {\$225.00}, provided the Insured Person has been continuously working full-time (at least {20 to 30} hours per week) at his regular occupation for the 60 days immediately prior to a covered Injury. This would equate to a Weekly Benefit of {\$225.00} x {70% to 75%} = {\$157.50 to \$168.75}}. Any benefits for less than a week of disability will be paid at the rate of 1/7th of the Weekly Benefit amount per day of compensable Total Disability.}

{Weekly Benefit Calculation: The Weekly Benefit amount payable will be Maximum Weekly Benefit (shown in the Schedule of Benefits) {reduced by any Post Disability Earnings. Any benefits for less than a week of disability will be paid at the rate of 1/7th of the Weekly Benefit amount per day of compensable Total Disability.}

"Post Disability Earnings" means any wage, profit or commissions earned from any occupation or job."

Benefit limitations are shown on the Schedule of Benefits.

#### **{PERMANENT AND TOTAL DISABILITY BENEFIT**

We will pay a {lump sum benefit} {monthly benefit] described below to an Insured Person when We receive due proof that:

- (1) he is Totally Disabled; and
- (2) the Insured Person has been granted a Social Security Disability Award for such disability; and
- (3) the disabling Injury occurred while the Insured Person was performing the duties of his regular occupation; and
- (4) such Total Disability:
  - (a) resulted solely and directly from Injury while insured under the Group Policy;
  - (b) began within the Disability Commencement Period shown in the Schedule of Benefits;
  - (c) continued without interruption for at least the Waiting Period shown in the Schedule of Benefits; and
  - (d) is reasonably expected to continue without interruption until the Insured Person dies.

**{Monthly Benefit Calculation:** The Monthly Benefit Amount will be the lesser of {1%} of the Principal Sum, reduced {by his primary Social Security Disability Award} {and} by any Accidental Death and Dismemberment benefits We previously paid for the same accident.

Benefit payments will be made in monthly installments that will:

- (1) begin to be payable at the end of the Waiting Period;
- (2) continue to be payable while the Insured Person is Totally Disabled; and
- (3) will end on the earliest date that:
  - (a) the date the total benefits paid to the Insured equal the Maximum amount;
  - (b) the date the Insured no longer satisfies the definition of "permanent and total disability";
  - (c) the Insured Person ceases to be under the regular care of a Physician;
  - (d) the Insured Person dies; or
  - (e) the Insured's Social Security Disability Award ceases.}

Benefit limitations are shown on the Schedule of Benefits.}

#### **WAIVER OF PREMIUM BENEFIT**

**WAIVER OF PREMIUMS:** We will waive payment of premium and continue coverage during an Insured Person's period of Total Disability.

Proof of Total Disability must be sent to Us within 30 days but in no event later than 90 days from the start of Total Disability. If it was not reasonably possible to give written proof in the time required, the Company will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the Insured Person is legally incapacitated. We have the right to:

- (1) require proof of Total Disability; and
- (2) examine the Insured Person at any time after receiving notice of Total Disability.

We will waive the premium payment beginning with the first premium due date coinciding with or next following the date of Our approval of Waiver of Premium.

**Waiver Ceases:** Waiver of Premium will end on the Premium Due date on or next following the first to occur of the following:

- (1) the Insured Person ceases to be Totally Disabled;
- (2) the Insured Person fails to submit the required proof of Total Disability;
- (3) the Insured Person fails to submit to any physical examination;
- (4) the Insured Person commences an occupation other than his regular occupation specified in his Application for insurance:
- (5) the Group Policy terminates;
- (6) the Insured Person becomes age {70-80};
- (7) the Insured Person dies.}

#### GENERAL EXCLUSIONS AND LIMITATIONS

The Group Policy does not cover and no benefits will be paid for any Injury, loss or claim caused by or resulting from:

- (1) sickness, disease or bacterial infection except which results from accidental Injury or bacterial infections which results from accidental ingestion of contaminated substances;
- (2) suicide or attempted suicide while sane or insane (in Missouri, while sane);
- (3) Injuries sustained in accidents occurring prior to the Insured Person's {16th-21st} birthday or accidents occurring after the Insured Person's {70<sup>th</sup>-80<sup>th</sup>} birthday;
- (4) any loss sustained by the Insured Person unless it results from Injury sustained while he is engaged in the usual and customary duties of his occupation as specified in his Application for insurance. {This exclusion does not apply to benefits provided under Schedule A Non-Occupational Benefits};
- (5) any loss sustained by the Insured Person which results from Injury sustained while he is being transported to or from his occupation, unless he is being transported in a vehicle that is regularly used in the Insured Person's occupation. {This exclusion does not apply to benefits provided under Schedule A Non-Occupational Benefits};
- (6) the Insured Person's commission of a criminal or felonious act; or any attempt thereat;
- (7) the Insured Person's riding or driving in any kind of organized race;
- (8) any loss for which benefits are provided under any Workers' Compensation Act or similar law;
- (9) intentionally self-inflicted Injury, while sane or insane (in Missouri while sane);
- (10) a Pre-existing Condition or Degenerative Condition that exceed {\$5,000.00, \$10,000.00, \$25,000.00}. Expenses incurred or benefits payable as a result of a Pre-existing Condition or Degenerative Condition after {3 or 6 months} from the date of the covered accident are also excluded.
- (11) care that is not Medically Necessary;
- (12) mental, functional nervous or emotional disorders;
- (13) travel or flight in any vehicle or device for aerial navigation, including boarding or alighting therefrom, (a) while being used for any test or experimental purpose; or (b) while the Member is operating; learning to operate or serving as a member of the crew thereof; or (c) while being operated by or for or under the direction of any military authority, other than transport type aircraft operated by the Military Airlift Transport Command (MATS) or its successor organization of the United States or similar air service of any other country; or {(d) any such aircraft or

- device which is owned or leased by or on behalf of the organization or any subsidiary or affiliate of such organization.}
- (14) any charges for medical care furnished by any of the following persons: the Insured Person, the Insured Person's spouse, parent, child, grandparent, brother, sister, parent-in-law or any other person residing in the Insured Person's home;
- (15) war, declared or undeclared:
- (16) occupational therapy on an Out-patient basis.

The Group Policy does not cover, and no benefits will be paid while:

- (1) the Insured Person is intoxicated. An Insured Person will be conclusively presumed to be intoxicated if the level of alcohol in his blood exceeds the amount above which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle, regardless of whether he is in fact operating a motor vehicle when the Injury or loss occurs; or
- (2) the Insured Person is under the influence of a narcotic, barbiturate, or hallucinatory drug unless prescribed by a Physician and taken in accordance with the prescribed dosage.

#### **PREMIUMS**

We provide insurance coverage in return for premium payment. The Insured Person's first premium is due on his effective date. Premiums are paid to Us on or before the due date. {The initial premium rates are shown in the Master Application.}

**Premium Payment:** The Premiums are to be paid to Us by the Policyholder. But, they may be paid to Us by any other person according to a mutual agreement among the other person, the Policyholder and Us.

**Grace Period:** A grace period of {31-60} days is allowed for payment of each premium due after the first premium due date unless the Group Policy is cancelled on or before the Premium Due Date. The Group Policy will continue in force during the Grace Period. The Policyholder is liable to Us for the payment occurring for the period the Group Policy continues in force.

**Change of Premiums:** We have the right on each Premium Due Date after the first Group Policy anniversary to change the rates at which further premiums will be calculated. We will give the Policyholder notice of any change at least {30-60} days before the Premium Due Date on which it is to become effective. We will not make changes in rates more than once in any 12 month period.

#### **CLAIMS**

**Notice of Claim:** Notification to Us or the Administrator of a claim must be given to us within 30 days after a covered loss occurs or begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

**Claim Forms:** When We receive the notice of claim, We will send forms to the claimant for giving Us proof of loss. The forms will be sent within 15 days after We receive the notice of claim.

If the forms are not received, the claimant may satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of loss is sent to Us.

**Proof of Loss:** Proof of loss must be sent to Us in writing within 90 days after:

- (1) the end of a period of Our liability for claims for periodic benefit payments; or
- (2) the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any daily, weekly or monthly benefit due:

- (1) on a monthly basis, after We receive the proof of loss, while the loss and Our liability continue; or
- (2) immediately after We receive the proof of loss following the end of Our liability.

We will pay any other benefit due immediately after We receive the proof of loss.

Payment of Claims: Except as otherwise provided in any benefit provision, any benefits due for loss of life will be paid:

- (1) to the Insured Person's designated beneficiary on file with the Company;
- (2) to the Insured Person's legal spouse; or
- (3) to the Insured Person's Estate.

Except as otherwise provided in any benefit provision, all other benefits will be paid:

- (1) to the Insured Person, if living, or, if not living;
- (2) to his designated beneficiary, if any; otherwise
- (3) to the Insured Person's Estate.

If a benefit due is payable to:

- (1) the Insured Person's estate; or
- (2) a beneficiary who is either a minor or not competent to give a valid release for the payment;

We may pay up to \$1,000.00 of the benefit due to some other person.

The other person must be someone related to the Insured Person or the beneficiary by blood or marriage who We believe is entitled to the payment. We will be relieved of further liability to the extent of any payment made in good faith.

If a benefit is payable to a dependent who is a minor, We will pay the benefit to the child's legal guardian.

**Physical Examinations and Autopsy:** While a claim is pending We have the right at Our expense:

- (1) to have a person whose Injury is the basis of a claim examined by a Physician when and as often as We feel is necessary. Failure to submit to an exam will result in immediate termination of benefits; and
- (2) to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions:** No legal action may be taken against Us:

- (1) before 60 days following the date proof of loss is sent to Us; or
- (2) after 3 years following the date proof of loss is due.

**Assignment:** We will recognize any assignment made under the Group Policy, if:

- (1) it is duly executed on a form acceptable to Us; and
- (2) a copy is on file with Us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

#### **GENERAL PROVISIONS**

**Entire Contract:** The Group Policy, including any endorsements and riders, the Master Application and the Insured Person's individual Application, if any, are the entire contract between the parties. All statements made by the Policyholder or an Insured Person will, in the absence of fraud, be deemed representations and not warranties and no such statement will be used in defense to a claim hereunder unless it is contained in a written statement signed by the Policyholder or the Insured Person, a copy of which has been furnished to the Policyholder or to the Insured Person.

No agent has authority to change or waive any part of the Group Policy. To be valid, any change or waiver must be in writing, approved by one of Our officers and made a part of the Group Policy.

**Modification:** The Group Policy may be modified by rider, endorsement or amendment. Consent of Insured Persons to any modification will not be required.

**Time Periods:** All time periods including the Group Policy Term begin and end at 12:01 A.M., Standard Time at the Policyholder's address.

**Certificates:** We will give Certificates to all Insured Persons. The Certificates will describe the features of the Group Policy. The Certificate is not a part of the Group Policy. Any conflict between the terms of the Certificate and the Group Policy will be decided in favor of the Group Policy. A copy of the Group Policy may be examined at the office of the Policyholder.

Data to be Furnished to Us: The Administrator will, upon Our request, give Us:

- (1) the names of all persons initially eligible;
- (2) the names of all additional persons who become eligible;
- (3) the names of all persons whose insurance is cancelled; and
- (4) any data necessary to calculate premiums.

Failure to report a person's termination of insurance does not continue the coverage beyond the date of termination.

The Administrator or Policyholder, with Our approval, may keep the important insurance records on all Insured Persons. The Administrator or Policyholder must give Us information, when and in the form We ask, to administer the insurance provided by the Group Policy.

The insurance records must be open for Our inspection at any reasonable time.

**Cancellation:** The Group Policy may be continued in force after the Initial Group Policy Term by payment of premiums at the rate established by Us until cancelled. The Group Policy may be cancelled at any time after the Initial Group Policy Term by written notice mailed or delivered by Us to the Policyholder or by the Policyholder to Us. If We cancel, We will mail or deliver the notice to the Policyholder at the latest address shown for them in Our records.

If We cancel, it becomes effective on the later of:

- (1) the date stated in the notice; or
- (2) the 61st day after We mail or deliver the notice.

If the Policyholder cancels, it becomes effective on the later of:

- (1) the date We receive the notice; or
- (2) the date stated in the notice.

In either event:

- (1) We will promptly refund any unearned premium paid; or
- (2) the Policyholder will promptly pay any earned premium which has not been paid.

Cancellation will not affect any claim for loss due to an accident which occurs before the effective date of the cancellation.

Workers' Compensation: The Group Policy does not satisfy any legal requirement for Workers' Compensation insurance.

The Group Policy is not intended to provide coverage where Workers' Compensation benefits are payable or claimed. If Workers' Compensation benefits are found due, payable, settled with or without a finding of coverage or owed to an Insured Person for the same accidental Injury for which benefits would be payable under the Group Policy, then no benefits will be paid under the Group Policy for the accidental Injury. If benefits have been paid for the accidental Injury, they will be fully reimbursed to Us by the Insured Person without reduction for costs of collection or attorney's fees. The Group Policy will not provide a legal defense nor indemnification for any suit brought against the Policyholder for any reason.

**Conformity with State Statutes:** Any provision of the Group Policy which, on the date it takes effect, is in conflict with the laws of the state where issued is amended to conform to the minimum requirements of said law.

**Incontestability:** Except for non-payment of premiums, We will not contest the validity of any Insured Person's coverage after it has been in force for two years from its date of issue. No statement made by an Insured Person relating to his insurability will be used to contest the validity of his insurance after the insurance has been in force for two years, exclusive of any period of disability, nor unless it is contained in a written Application signed by him.

**Subrogation:** We will be subrogated to any and all rights of recovery which any Insured Person may have or acquire against any party or the insurer of any party for benefits paid or payable under the Group Policy. Any Insured Person who receives medical or disability benefits from Us for any accidental Injury, is deemed to have assigned their right of recovery for such benefits to Us and agreed to do whatever is necessary to secure such recovery, including execution of all appropriate papers to cause repayment to Us. If the third party pays an Insured Person as a result of judgement, arbitration, compromise settlement or other arrangement for injuries sustained by the Insured Person for which benefits were paid under the Group Policy, the Insured Person agrees to repay Us for all benefits paid. Costs of collection including attorney's fees and court costs will be shared pro-rata between the Insured Person and Us.

In addition, if benefits are payable to an Insured Person under the Group Policy after a third party pays the Insured Person, We will take credit for all amounts received by the Insured Person, less amounts paid to Us, against all future payments under the Group Policy. No amount will be owed by Us until the amount of benefits We would have paid on behalf of or to the Insured Person exceeds the amount received by the Insured Person from a third party.

**Statements Not Warranties:** Statements made by the Policyholder or an Insured Person will be deemed representations and not warranties. No such statement will be used to void or reduce the insurance unless it is contained in a written, signed statement. If the statement was made by an Insured Person, We must furnish a copy to the Insured Person or his beneficiary.

**Right of Recovery:** Whenever payments have been made by Us with respect to benefits payable under the Group Policy in excess of the amount necessary, We will have the right to recover such payments. We will notify the Insured Person of such overpayment and request reimbursement from the Insured Person. However, should the Insured Person not provide such reimbursement, We have the right to offset such overpayment against any other benefits payable to the Insured Person and/or provider of services (based on authorization to assign benefits) under the Group Policy to the extent of the overpayment.

Whenever payments are made for benefits payable under the Group Policy, and those payments are later recovered from a third party, the Insured Person must reimburse Us to the extent of our payments.



2801 Devine Street, Columbia, South Carolina 29205

# CERTIFICATE OF INSURANCE FOR GROUP ACCIDENT INSURANCE POLICY

We certify that you are insured under the Group Accident Insurance Policy (herein called the Plan) issued to your employer, the policyholder, subject to the definitions, exclusions and other provisions of the Plan against loss resulting from Hospital Confinement.

Certain provisions of the Plan are summarized in this certificate. All provisions of the Plan, whether contained in your certificate or not, apply to the insurance referred to by the certificate.

The Effective Date of your certificate is as shown in the Certificate Schedule if you are on that date actively at work for the policyholder. If not, this certificate will become effective on the next date you are actively at work as an eligible Employee. This certificate will remain in effect for the period for which the premium has been paid. This certificate may be continued for further periods as stated in the Plan.

This certificate is issued in consideration of the payment in advance of the required premium and of your statements and representations in the application. A copy of your application is attached and made a part of this certificate.

This certificate, on its Effective Date, automatically replaces any certificate or certificates previously issued to you under the Plan.

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

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#### **SCHEDULE OF BENEFITS**

#### **SCHEDULE (A) – (Occupational Benefits)**

#### **Accidental Death and Dismemberment Benefit**

{Principal Sum:}
{Maximum Benefit Payable:}

{Lump Sum:}

{Monthly Installments/Survivor Benefit:}

{Monthly Installments/Survivor Benefit:}

{{10 x salary to} \$10,000.00 to \$250,000.00}

{{10 x salary to} \$10,000.00 to \$250,000.00}

{{10 x salary to} \$10,000.00 to \$250,000.00}

{\$100.00 up to \$1,000.00 per month for up to 0 to 275 months}

{If the Insured Person, suffers loss of life due to a Covered Accident, a lump sum payment of {\$10,000.00 to \$50,000.00} will be made in accordance with the Payment of Claims provision in this Policy.

If the Insured Persons is survived by a spouse and/or dependent child(ren), the spouse will receive {1%} of the remaining Principal Sum per month until he/she dies or remarries not to exceed {0 to 100 Months} or until the maximum benefit is paid, whichever occurs first. If the spouse dies or remarries, the Insured Person's dependent child(ren) under age {18-24}, will receive this benefit until their {18th-25th} birthday or until the maximum benefit has been paid, whichever is first.}

{If the Insured Person suffers loss of life due to a Covered Accident, a lump sum payment of [\$10,000.00 to \$50,000.00} will be made in accordance with the Payment of Claims provision in this Policy.

The balance of the remaining Principal Sum will be paid in accordance with the Payment of Claims provision in this Policy at a rate of {1% to 10%} per month for a period not to exceed {10-100} months. Payment of this benefit will end on the earlier of the following dates:

- A. The date the full Principal Sum has been paid; or
- B. The date the beneficiary (as designated in writing or as deemed under the Payment of Claims provision of this policy) dies.}

#### { Temporary Total Disability Benefit

Disability Commencement Period:

Waiting Period:

Maximum Payment Period:

Maximum Weekly Benefit:

Benefit Reductions:

{30 to 180} Days from the date of Injury

{7 Days}

{104 Weeks}

{{70% to 75%} of Average Weekly Earnings up to} {\$150.00 to \$1,000.00} per

week.

{Post Disability Earnings}

#### {Permanent and Total Disability Benefit

Disability Commencement Period:

Waiting Period: {Lump Sum:}

{Monthly Installment:

Maximum Monthly Benefit: Maximum Benefit Period:

Benefit Reductions:

{90} Days from the date of Injury {12 to 24 consecutive Months}

{Principal Sum}

{1%} of Principal Sum

{100 Months}

Any AD&D benefits previously paid for the same accident {and} {100% of primary Social Security Disability Award.}}

#### {Accident Medical Expense Benefit

Accident Medical Expense Benefit

Commencement Period:

Accumulation Period:

Maximum Benefit:

{30 to 180} Days from the date of Injury

{104 Weeks}

{\$10,000.00 to \$1,000,000.00}

# $\{\underline{Deductible}$

Applicable to Temporary Total Disability
Benefit and Accident Medical Expense
Benefit:

{\$0.00 to \$1,000.00}

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### **SCHEDULE OF BENEFITS**

### **{SCHEDULE {B} – {Non-Occupational Benefits}**

# { Accidental Death and Dismemberment Benefit

{Principal Sum:} {\$5,000.00 to \$10,000.00} {Maximum Benefit Payable:} {\$5,000.00 to \$10,000.00} {Lump Sum:} {\$5,000.00 to \$10,000.00}

# { Accident Medical Expense Benefit

Accident Medical Expense Benefit

Deductible - Per Injury {\$0.00 to \$500.00} Accumulation Period: {52 to 104 Weeks}

Maximum Benefit: {\$5,000.00 to \$10,000.00}

#### **SCHEDULE OF BENEFITS (continued)**

### **Maximum Benefits per Insured Person**

The Maximum Benefit that may be paid out to an Insured Person under the Group Policy for losses arising from any one accident, for all of the {Non-Occupational Benefits, Schedule A} {and} {Occupational Benefits, Schedule B} coverages shown below:

Maximum Benefit for {Accidental Death and Dismemberment,} {Temporary Total Disability,} {Permanent and Total Disability,} and {Accident Medical Expense Benefits} {\$10,000.00 to \$1,000,000.00}}

# **Maximum Benefits to All Insured Persons**

The Maximum Benefit that may be paid out to ALL Insured Persons under the Group Policy for losses arising from any one accident, for all of the {Non-Occupational Benefits, Schedule A} {and} {Occupational Benefits, Schedule B} coverages shown below:

Maximum Benefit for {Accidental Death and Dismemberment,} {Temporary Total Disability,} {Permanent and Total Disability} and {Accident Medical & Dental Expense Benefits} {\$2,000,000.00 - \$5,000,000.00}

#### **DEFINITIONS**

As used in the Certificate:

**Accumulation Period:** means the maximum period of time in which benefits will be payable under the Plan.

**Application:** means any form provided by the Policyholder which is completed by an Insured Person for coverage under the Plan.

**At Work:** means actively working at least {20-40} hours each week performing the substantial and material duties of his regular occupation specified in his Application for insurance.

{Contract Carrier: means the trucking company identified on the Member's Application for insurance.}

Covered Expense: means a Covered Medical Expense, or a Covered Dental Expense incurred by an Insured Person:

- (1) solely and directly as a result of Injury; and
- (2) within the Accumulation Period shown on the Schedule of Benefits.

A medical or dental expense will be a Covered Expense under the Plan only if:

- (1) it is incurred on the recommendation or approval of a Physician attending the Insured Person;
- (2) it is medically necessary; and
- (3) the provider of the service is acting within the scope of his license.

{**Deductible:** means the total amount of covered expenses incurred for a covered loss or losses by an Insured Person or Insured Persons as shown in the Schedule of Benefits that will not be paid for by the Plan.}

**Degenerative Condition**: means any condition which is a progressive deterioration of physical characteristics from the normal level.

**Disability Commencement Period:** means, the period of time, which is allowable under the Plan, between the date of the accident causing Injury and the date Total Disability begins. The Disability Commencement Period is shown in the Schedule of Benefits.

**Experimental:** any procedure or treatment which is deemed to be experimental or investigational in nature by an appropriate technological assessment body established by any state or federal government.

**Extended Care Facility:** means, an institution operating pursuant to law which is engaged in providing, for compensation from its patients, skilled nursing care and related services, including physical therapy services, to persons convalescing from an injury and who are confined for the purpose beyond 24 hours, and which has facilities for 10 or more in-patients, and provides such facilities under the supervision of a Physician and a registered graduate nurse and maintains clerical records on all its patients.

He, His or Him: means she, hers, or her respectively when referring to a female.

**Home Health Care:** means, nursing care and treatment of an Insured Person in his home as part of an overall extended treatment plan. To qualify, the plan must:

- (1) be established and approved in writing by the attending Physician;
- (2) be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency;
- (3) commence within {1-30} days of discharge from a Hospital; and
- (4) be preceded by a Hospital confinement of {1-30} days or more.

No benefits are payable for Home Health Care services by a person who is a member of the Insured Persons' immediate family, or resides in the Insured Person's home.

**Hospital:** means, an institution which meets these requirements:

- (1) it is licensed as a Hospital;
- (2) it provides facilities for medical and surgical treatment either:
  - (a) on its premises; or
  - (b) through formal written arrangements with other Hospitals;
- (3) it provides said treatment primarily to patients confined for more than 24 hours;
- (4) it provides 24 hour nursing services supervised by registered graduate nurses;
- (5) all treatment and services are supervised by Physicians; and
- (6) it charges patients for its services.

In no event will the term include an institution which is primarily a rest home, or home for the aged, or which is primarily engaged in the care and treatment of drug addicts or alcoholics.

**Hospital Intensive Care:** means, confinement in that section or portion of a Hospital established for critically injured persons, which has full-time nurses or other skilled Hospital employees in constant attendance; equipment for treating the critically injured person, and direct supervision of a full-time Physician or intensive care committee of the medical staff.

**Injury:** means with respect to benefits payable under the Plan, the following for {Non-Occupational Benefits, Schedule A} {and} {Occupational Benefits, Schedule B}.

{Non-Occupational Benefits, Schedule A - the term "Injury" means accidental bodily Injury to an Insured Person which:

- (1) is sustained solely through accidental means and independently of all other causes; and
- (2) occurs while the Insured Person is covered under the Plan; and
- (3) does not arise out of or in the course of his usual and customary duties of his regular occupation.

All injuries sustained by an Insured Person in any one accident will be considered a single Injury.

Losses caused by the following are not considered as resulting from "Injury" and are not covered under the Plan:

- (1) sickness, disease or bacterial infection except which results from accidental Injury or bacterial infections which results from accidental ingestion of contaminated substances; or
- (2) medical or surgical treatment of a sickness or disease.

{Occupational Benefits, Schedule B - the term "Injury" means accidental bodily Injury to an Insured Person which:

- (1) is sustained solely through accidental means and independently of all other causes; and
- (2) occurs while the Insured Person is covered under the Plan; and
- (3) arises solely out of or in the course of the usual and customary duties of his regular occupation as stated on his Application while on dispatch with a contract motor carrier {and away from the Insured Person's primary residence}.
- {(4) is sustained while performing normal maintenance and repairs on his tractor/trailer while away from his primary residence and on dispatch.}

All injuries sustained by an Insured Person in any one accident will be considered a single Injury.

Losses caused by the following are not considered as resulting from "Injury" and are not covered under the Plan:

- (1) bodily Injury sustained in a non-occupational accident;
- (2) sickness, disease or bacterial infection except which results from accidental Injury or bacterial infections which results from accidental ingestion of contaminated substances; or
- (3) medical or surgical treatment of a sickness or disease.
- {(4) performing normal maintenance or repairs on his trailer or tractor while not on dispatch, or while on dispatch and at his primary residence.}

**In-patient Services:** means services which include:

- (1) Hospital room and board but not more than the average semi-private room rate charged by the Hospital for each day of Hospital confinement, EXCEPT THAT for Intensive Care, not more than {twice} the average semi-private room rate charged by the Hospital for each day of such confinement and for not more than a maximum of {15 days} for any accident; and
- (2) Hospital services and supplies medically required for the care and treatment of patients (other than personal comfort services such as radio, television, telephone, barber and beauty services).

**Insured Person:** means a person who is eligible and is insured under the Plan.

**Medically Necessary:** means that a service or supply is necessary and appropriate for the diagnosis or treatment of an Injury based on generally accepted current medical practice, as determined by Us. A service or supply will not be considered Medically Necessary if:

- (1) it is provided only as a convenience to the Insured Person or provider;
- (2) it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- (3) it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- (4) it is part of a plan of treatment that is experimental, unproven or related to a research protocol. The fact that any particular Physician may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

{Member: means an Independent Trucker Owner/Operator or contract driver who has chosen to participate in the {{National Association of Buying Services}{plan.}}

**Out-patient Services:** means services, supplies and treatment provided by a Hospital, clinic or doctor's office where no overnight confinement is required and no room and board charges are made.

**Pre-existing Condition:** any condition for which treatment was received within {12} months prior to the Insured Person's Effective Date of Coverage.

**Physician:** means a practitioner of the medical arts who is acting within the lawful scope of his license either as a doctor of medicine or a doctor of osteopathy or as such other practitioner as the Company must by law recognize as a Physician legally qualified to render such treatment. The person cannot be the Insured Person or a member of his immediate family. "Immediate family" means the Insured Person's spouse, son, daughter, father, mother, brother or sister, grandparent, or any other person residing in the Insured Person's home.

**Policyholder:** means the {Association} {Employer} {Trust} in whose name the Plan is issued, as shown on the face page.

Reasonable and Customary Charge: means a charge which is not more than is charged when there is no insurance; and is not more than the prevailing charge in the locality for a like service or supply. A like service is one of the same nature and duration, requiring the same skill and performed by one of similar training and experience. A like supply is one which is the same or substantially equivalent. Locality is the city or town where the service or supply is obtained, if it is large enough so that a representative cross-section of like services or supplies can be obtained. In large cities, it may be a section or sections of the city, if the above criteria can be met. In smaller urban or rural areas, it may have to be expanded to include surrounding areas to meet the criteria.

**Related Disabilities:** means successive periods of Total Disabilities, unless: (1) the latter Total Disability results from a separate accident; or (2) the periods of Total Disability are separated by at least {14-30} days during which the Insured Person is "At Work".

{Social Security Disability Award: means Social Security disability benefits for which the Insured Person has submitted a claim and has been approved for payment by the Social Security Administration.}

{Subscribing Unit: means an {Association,} {Employer,} {Participant} in the {Trust} who has elected in writing to participate in the coverage under the Plan.}

#### Totally Disabled or Total Disability: means

- {(1) For purposes of the TEMPORARY TOTAL DISABILITY BENEFIT Provision only, a continuous and uninterrupted disability that prohibits the Insured from performing the material and substantial duties of his occupation or job, during which the Insured is not engaged in any occupation for wage or profit where the Insured earns more than {70% to 85%} of {his pre-disability income}{the Maximum Weekly Benefit}. The Insured must be under the regular care and treatment of a Physician for the duration of the disability period.}
- {(2) For purposes of the PERMANENT AND TOTAL DISABILITY BENEFIT Provision only, a continuous and uninterrupted disability that prohibits the Insured from performing the material and substantial duties of ANY occupation or job for which he is trained, educated, or experienced and for which the Insured has been granted a Social Security Disability Award. {The Insured must be under the regular care and treatment of a Physician for the duration of the disability period.}
- {(3)} For purposes of the WAIVER OF PREMIUM BENEFIT Provision only, a disability caused by Injury sustained by the Insured Person which:
  - (a) for the first twelve consecutive months, continuously prevents him from performing the material and substantial duties of his regular occupation specified in his Application for insurance; and
  - (b) thereafter prevents him from performing the material and substantial duties pertaining to any occupation for which he is or becomes qualified by education, training and experience.
- {(4)} For purposes of any other provision of the Group Policy, the inability of the Insured Person to perform due to Injury the material and substantial duties of any occupation for which he is reasonably fitted by education, training or experience.

**Waiting Period:** means, for an Insured Person who becomes Totally Disabled while insured under the Plan, the period of time the Insured Person must be Totally Disabled before Total Disability benefits can become payable. The Waiting Period is shown in the Schedule of Benefits.

We, Us or Our: means Continental American Insurance Company.

#### ELIGIBILITY, EVIDENCE OF INSURABILITY AND PARTICIPATION

#### { Eligibility

**ELIGIBLE PERSONS:** Persons eligible for coverage under the Plan are the following:

Class	Descrip	tion						
{1}	{Membe	embers who are participants in the {Association} {Trust} and who:						
	(a)	are At Work;						
	(b)	are not Totally Disabled;						
	(c)	are age {16-21} or over but have not attained age {70-80}; and						
	(d)	are under long-term lease agreements of 30 days or more with a contract motor						
	carrier).	}						

**Group Policy Age Limit:** {No Individual will be eligible for insurance beyond Age {70-80}.}}

#### {Participation

**{PARTICIPATION**: A Member may choose to participate in this insurance plan by completing an Application for insurance.}}

#### **EFFECTIVE DATE**

**Insured Person's Effective Date:** Each Insured Person who is eligible for this insurance and has elected to participate by giving Us an Application for the insurance will become insured on the later of the following dates:

- (1) the Effective Date of the Plan:
- (2) {the date the Company approves the Insured Person's Application provided that}{the first day of the month following the date the Company approves the Insured Person's Application provided that}:
  - (a) the Insured Person's Application for insurance has been received, and he is At Work on such date; and
  - (b) authorized payment for the required premium has been made; or
- (3) if evidence of insurability is required, the date that We determine that he is insurable.

If an Insured Person is not At Work on the date his insurance would otherwise have been effective, such insurance will take effect on the first date thereafter that he returns to work for one full day.

#### TERMINATION OF COVERAGE

Insurance under the Plan will terminate for each Insured Person on the earliest time indicated below:

- (1) the date the Plan terminates;
- (2) the date that he ceases to be eligible for the insurance:
  - (a) With respect to an Insured Person, this means:
    - (i) the date that he ceases to participate in the {Association} {Plan}
    - (ii) the date that he ceases to be At Work.
    - (iii) the date that he ceases to be contracted with the "Contract Carrier" named on his Application.
    - {(iv) the date that he is no longer an employee/member of the Subscribing Unit.}
    - {(v) the date the Subscribing Unit ceases to participate {in the Plan.}
- (3) the date that he attains age  $\{70-80\}$ ; or
- (4) the date of expiration of the Grace Period for an unpaid premium.

#### **{CHANGE IN COVERAGE**

Request for Change in Coverage: An Insured Person may request a change in his coverage if he:

- (1) is eligible for such change in coverage;
- (2) is At Work; and
- (3) is not Totally Disabled.

The change must be requested in writing. It will become effective on:

- (1) the date the request for change has been approved by the Company; or
- (2) the date We determine that he is insurable, if the Application is for an increase in coverage and evidence of insurability is required.

If an Insured Person is not At Work on the date his change in coverage would otherwise have been effective, such change will take effect on the first date thereafter that he returns to work for one full day.}

#### BENEFIT PROVISIONS

#### {ACCIDENTAL {DEATH} {AND} {DISMEMBERMENT} BENEFIT

We will pay the benefit set forth below when We receive due proof that:

- (1) the Insured Person sustained an Injury; and
- (2) such Injury resulted in a Covered Loss shown below; and
- (3) the loss occurred within 365 days of the accident which caused the Injury.

When benefits become payable, we will pay the Benefit Payable set opposite the Covered Loss as shown in the Table of Covered Losses. The amount of the {Principal Sum} {Maximum Benefit Payable} applicable to each Insured Person for {Non-Occupational Benefits, Schedule A,} {and} {Occupational Benefits, Schedule B,} is shown in the SCHEDULE OF BENEFITS.

#### TABLE OF COVERED LOSSES

#### **Benefit Payable**

The Principal Sum
The Principal Sum
One Half The Principal Sum
One Half The Principal Sum
One Half The Principal Sum
One Half The Principal Sum
The Principal Sum
One Half The Principal Sum
One-Half the Principal
One-Quarter the Principal

{Loss means, with regard to:

- (1) hands and feet, actual physical complete and permanent separation of a hand at or about the wrist, or of a foot at or above the ankle;
- (2) sight, entire and irrecoverable loss thereof;
- (3) thumb and index finger, actual physical complete and permanent through or above the metacarpophalangeal joints;

{"Paralysis" will mean with regard to Quadriplegia, Paraplegia and Hemiplegia: the loss of use without severance of the applicable limbs, which is continuous and uninterrupted. Such loss must be certified by a licensed Physician to be permanent and irreversible.}

{"Loss" with reference to Loss of Use means the total and irrecoverable Loss of Use, provided the Loss of Use is continuous for 12 consecutive months, and such Loss of Use is determined to be permanent and irrecoverable at the end of such period.}

Benefits for loss of life under this Benefit Provision will be paid per the Schedule of Benefits.

{If more than one Loss results from the same Injury, only one amount, the largest, will be payable. In no event will the total of all Benefits Payable on the life of the Insured Person under the Accidental Death And Dismemberment Benefit provision exceed the {Principal Sum} {Maximum Benefit Payable} which applies to the Insured Person.}

All Dismemberment Benefits will be paid in one lump sum.

Benefit limitations are shown on the Schedule of Benefits.}

#### **{ACCIDENT MEDICAL EXPENSE BENEFIT**

We will pay the Reasonable and Customary amount of Covered Expense(s) incurred within the Accumulation Period by an Insured Person, which are in excess of the Deductible, if any, but not more than the Maximum Benefit for Medical Expense shown in {Non-Occupational Benefits, Schedule A} or {Occupational Benefits, Schedule B} of the SCHEDULE OF BENEFITS.

ACCIDENT MEDICAL EXPENSE BENEFIT: A charge for medical or dental service or supply will be a Covered Expense under the Plan only to the extent that it is Reasonable and Customary. An expense will be deemed to have been incurred when the service or supply is rendered or provided.

#### "Covered Medical Expense" means, the Reasonable and Customary Charges:

- (1) of a professional ambulance service for one round trip to and from a Hospital;
- (2) of a Physician for medical care, necessary for treatment of an Injury;
- (3) for the initial supply, but not replacement, of casts, splints, trusses, braces, artificial limbs and artificial eyes. The rental of oxygen equipment, Hospital beds, wheelchairs and other durable equipment not to exceed the purchase price of such equipment;
- (4) of a Hospital for In-patient Services, Out-patient Services, and emergency room services;
- (5) of a qualified nurse, if under the supervision of a registered graduate nurse, for Home Health Care which follows a {one to 30} day period of Hospital confinement and which is prescribed by a Physician;
- (6) of an Extended Care Facility for In-patient Services which follow a period of Hospital confinement of at least {one to 30} days, provided the confinement in the Extended Care Facility results from the need for further and indefinite medical care and the attending Physician certifies the confinement is Medically Necessary;
- (7) for manipulation therapy on an Out-patient basis, treatment will be treated as a Covered Medical Expense {only to the extent the charges do not exceed {\$500.00-\$2,000.00} per Injury};
- (8) for Physical Therapy, on an Out-patient basis, treatment will be treated as a Covered Medical Expense {up to a maximum of {10-50} visits per Injury}; and
- (9) for prescription drugs which are Medically Necessary for the treatment of a covered Injury and have been prescribed in writing by a Physician.

"Covered Dental Expense" means, the Reasonable and Customary Charge for the care, treatment, or replacement due to an Injury of sound whole natural teeth provided such care is recommended and given by a dentist operating within the scope of his license. Covered Dental Expense payable will be limited to the Maximum Benefit for Medical Expense per Injury shown in the Schedule of Benefits.

**EXCLUSIONS.** In addition to the General Exclusions and Limitations, no benefit will be payable, or coverage provided under this Benefit Provision for:

- (1) prosthetic or orthopedic appliances except as required for the replacement of natural parts of the body;
- (2) dental treatment except as provided in the Schedule of Benefits;
- (3) services of a Federal, Veteran's, State or Municipal Hospital for which the Insured Person is not liable for payment;
- (4) any expenses for loss incurred after the Insured Person becomes eligible for Medicare;
- (5) cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of injuries;
- (6) eye refractions, eyeglasses or contact lenses, or for the cost of a hearing aid;
- (7) expenses incurred after the Accumulation Period
- (8) any service or charge for which the Insured is not legally obligated to pay;
- (9) sales tax or gross receipts tax, or any charges to complete a claim form;
- (10) transportation costs other than for emergency ambulance services;
- (11) custodial, respite, rest or supportive care which does not assist the Insured to recover from an Injury;
- (12) personal comfort items such as telephone, television or similar services; {and}
- (13) expenses incurred which are in excess of the Reasonable and Customary Charge; {and}
- {(14) all hernias or hemorrhoids.}

Benefit limitations are shown on the Schedule of Benefits.}

#### **TEMPORARY TOTAL DISABILITY BENEFIT**

We will pay the Weekly Benefit described below to the Insured Person when We receive due proof that:

- (1) he is Totally Disabled; and
- (2) such Total Disability:
  - (a) resulted solely and directly from Injury while insured under the Plan;
  - {(b) began before the Insured Person attained age {70-80}};
  - (c) began within the Disability Commencement Period shown in the Schedule of Benefits;
  - (d) continued without interruption for at least the Waiting Period shown in the Schedule of Benefits;
  - {(e) was a result of Injury sustained while the Insured Person was performing the duties of his regular occupation. {This does not apply to Schedule A Non-Occupational.}}

The Weekly Benefit which applies to the Insured Person will:

- (1) become payable at the end of the Waiting Period;
- (2) continue to be payable while the Insured Person is Totally Disabled; and
- (3) will end on the earliest date that:
  - (a) the date the Maximum Benefit Period is exhausted;
  - (b) the date the Insured Person ceases to be under the regular care of a Physician;
  - (c) the Maximum Payment Period shown in the Schedule of Benefits is exhausted;
  - (d) the date the Insured no longer satisfies the definition of "Total Disability";
  - (e) the Insured Person dies;

For the purpose of calculating the Maximum Payment Period, Related Disabilities will be counted toward one period of Total Disability.

**Weekly Benefit Calculation:** The Weekly Benefit amount payable will be the lesser of {70% to 75%} of the Insured Person's Average Weekly Earnings; or the Maximum Weekly Benefit (shown in the Schedule of Benefits), {reduced by any Post Disability Earnings}. The term "Average Weekly Earnings" will be calculated as follows: the Insured Person's prior year's Net Income after Business Expenses or Wages for Federal Income Tax purposes provided the Insured Person's occupation was essentially the same as current, divided by 52. If the Insured Person's occupation was not essentially the same, earnings will be calculated on a pro-rata basis from the most recent verifiable income records. {Average Weekly Earnings will in no event be considered to be less than {\$225.00}, provided the Insured Person has been continuously working full-time (at least {20 to 30} hours per week) at his regular occupation for the 60 days immediately prior to a covered Injury. This would equate to a Weekly Benefit of {\$225.00} x {70% to 75%} = {\$157.50 to \$168.75}}. Any benefits for less than a week of disability will be paid at the rate of 1/7th of the Weekly Benefit amount per day of compensable Total Disability.}

{Weekly Benefit Calculation: The Weekly Benefit amount payable will be Maximum Weekly Benefit (shown in the Schedule of Benefits) {reduced by any Post Disability Earnings. Any benefits for less than a week of disability will be paid at the rate of 1/7th of the Weekly Benefit amount per day of compensable Total Disability.}

{"Post Disability Earnings" means any wage, profit or commissions earned from any occupation or job."

Benefit limitations are shown on the Schedule of Benefits.}

#### {PERMANENT AND TOTAL DISABILITY BENEFIT

We will pay a {lump sum benefit} {monthly benefit] described below to an Insured Person when We receive due proof that:

- (1) he is Totally Disabled; and
- (2) the Insured Person has been granted a Social Security Disability Award for such disability; and
- (3) the disabling Injury occurred while the Insured Person was performing the duties of his regular occupation; and
- (4) such Total Disability:
  - (a) resulted solely and directly from Injury while insured under the Group Policy;
  - (b) began within the Disability Commencement Period shown in the Schedule of Benefits;
  - (c) continued without interruption for at least the Waiting Period shown in the Schedule of Benefits; and
  - (d) is reasonably expected to continue without interruption until the Insured Person dies.

**(Monthly Benefit Calculation:** The Monthly Benefit Amount will be the lesser of {1%} of the Principal Sum, reduced {by his primary Social Security Disability Award} {and} by any Accidental Death and Dismemberment benefits We previously paid for the same accident.

Benefit payments will be made in monthly installments that will:

- (1) begin to be payable at the end of the Waiting Period;
- (2) continue to be payable while the Insured Person is Totally Disabled; and
- (3) will end on the earliest date that:
  - (a) the date the total benefits paid to the Insured equal the Maximum amount;
  - (b) the date the Insured no longer satisfies the definition of "permanent and total disability";
  - (c) the Insured Person ceases to be under the regular care of a Physician;
  - (d) the Insured Person dies; or
  - (e) the Insured's Social Security Disability Award ceases.}

Benefit limitations are shown on the Schedule of Benefits.}

#### **{WAIVER OF PREMIUM BENEFIT**

**WAIVER OF PREMIUMS:** We will waive payment of premium and continue coverage during an Insured Person's period of Total Disability.

Proof of Total Disability must be sent to Us within 30 days but in no event later than 90 days from the start of Total Disability. If it was not reasonably possible to give written proof in the time required, the Company will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the Insured Person is legally incapacitated. We have the right to:

- (1) require proof of Total Disability; and
- (2) examine the Insured Person at any time after receiving notice of Total Disability.

We will waive the premium payment beginning with the first premium due date coinciding with or next following the date of Our approval of Waiver of Premium.

**Waiver Ceases:** Waiver of Premium will end on the Premium Due date on or next following the first to occur of the following:

- (1) the Insured Person ceases to be Totally Disabled;
- (2) the Insured Person fails to submit the required proof of Total Disability;
- (3) the Insured Person fails to submit to any physical examination;
- (4) the Insured Person commences an occupation other than his regular occupation specified in his Application for insurance;
- (5) the Certificate terminates;
- (6) the Insured Person becomes age {70-80};
- (7) the Insured Person dies.}

#### **GENERAL EXCLUSIONS AND LIMITATIONS**

The Plan does not cover and no benefits will be paid for any Injury, loss or claim caused by or resulting from:

- (1) sickness, disease or bacterial infection except which results from accidental Injury or bacterial infections which results from accidental ingestion of contaminated substances;
- (2) suicide or attempted suicide while sane or insane (in Missouri, while sane);
- (3) Injuries sustained in accidents occurring prior to the Insured Person's {16th-21st} birthday or accidents occurring after the Insured Person's {70<sup>th</sup>-80<sup>th</sup>} birthday;
- (4) any loss sustained by the Insured Person unless it results from Injury sustained while he is engaged in the usual and customary duties of his occupation as specified in his Application for insurance. {This exclusion does not apply to benefits provided under Schedule A Non-Occupational Benefits};
- (5) any loss sustained by the Insured Person which results from Injury sustained while he is being transported to or from his occupation, unless he is being transported in a vehicle that is regularly used in the Insured Person's occupation. {This exclusion does not apply to benefits provided under Schedule A Non-Occupational Benefits};
- (6) the Insured Person's commission of a criminal or felonious act; or any attempt thereat;
- (7) the Insured Person's riding or driving in any kind of organized race;
- (8) any loss for which benefits are provided under any Workers' Compensation Act or similar law;
- (9) intentionally self-inflicted Injury, while sane or insane (in Missouri while sane);
- (10) a Pre-existing Condition or Degenerative Condition that exceed {\$5,000.00, \$10,000.00, \$25,000.00}. Expenses incurred or benefits payable as a result of a Pre-existing Condition or Degenerative Condition after {3 or 6 months} from the date of the covered accident are also excluded.
- (11) care that is not Medically Necessary;
- (12) mental, functional nervous or emotional disorders;
- (13) travel or flight in any vehicle or device for aerial navigation, including boarding or alighting therefrom, (a) while being used for any test or experimental purpose; or (b) while the Member is operating; learning to operate or serving as a member of the crew thereof; or (c) while being operated by or for or under the direction of any military authority, other than transport type aircraft operated by the Military Airlift Transport Command (MATS) or its successor organization of the United States or similar air service of any other country; or {(d) any such aircraft or device which is owned or leased by or on behalf of the organization or any subsidiary or affiliate of such organization.}

- (14) any charges for medical care furnished by any of the following persons: the Insured Person, the Insured Person's spouse, parent, child, grandparent, brother, sister, parent-in-law or any other person residing in the Insured Person's home;
- (15) war, declared or undeclared;
- (16) occupational therapy on an Out-patient basis.

The Plan does not cover, and no benefits will be paid while:

- (1) the Insured Person is intoxicated. An Insured Person will be conclusively presumed to be intoxicated if the level of alcohol in his blood exceeds the amount above which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle, regardless of whether he is in fact operating a motor vehicle when the Injury or loss occurs; or
- (2) the Insured Person is under the influence of a narcotic, barbiturate, or hallucinatory drug unless prescribed by a Physician and taken in accordance with the prescribed dosage.

#### **CLAIMS**

**Notice of Claim:** Notification to Us or the Administrator of a claim must be given to us within 30 days after a covered loss occurs or begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

**Claim Forms:** When We receive the notice of claim, We will send forms to the claimant for giving Us proof of loss. The forms will be sent within 15 days after We receive the notice of claim.

If the forms are not received, the claimant may satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of loss is sent to Us.

**Proof of Loss:** Proof of loss must be sent to Us in writing within 90 days after:

- (1) the end of a period of Our liability for claims for periodic benefit payments; or
- (2) the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any daily, weekly or monthly benefit due:

- (1) on a monthly basis, after We receive the proof of loss, while the loss and Our liability continue; or
- (2) immediately after We receive the proof of loss following the end of Our liability.

We will pay any other benefit due immediately after We receive the proof of loss.

Payment of Claims: Except as otherwise provided in any benefit provision, any benefits due for loss of life will be paid:

- (1) to the Insured Person's designated beneficiary on file with the Company;
- (2) to the Insured Person's legal spouse; or
- (3) to the Insured Person's Estate.

Except as otherwise provided in any benefit provision, all other benefits will be paid:

- (1) to the Insured Person, if living, or, if not living;
- (2) to his designated beneficiary, if any; otherwise
- (3) to the Insured Person's Estate.

If a benefit due is payable to:

- (1) the Insured Person's estate; or
- (2) a beneficiary who is either a minor or not competent to give a valid release for the payment;

We may pay up to \$1,000.00 of the benefit due to some other person.

The other person must be someone related to the Insured Person or the beneficiary by blood or marriage who We believe is entitled to the payment. We will be relieved of further liability to the extent of any payment made in good faith.

If a benefit is payable to a dependent who is a minor, We will pay the benefit to the child's legal guardian.

Physical Examinations and Autopsy: While a claim is pending We have the right at Our expense:

- (1) to have a person whose Injury is the basis of a claim examined by a Physician when and as often as We feel is necessary. Failure to submit to an exam will result in immediate termination of benefits; and
- (2) to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions:** No legal action may be taken against Us under this certificate:

- (1) before 60 days following the date proof of loss is sent to Us; or
- (2) after 3 years following the date proof of loss is due.

**Assignment:** We will recognize any assignment made under the Certificate, if:

- (1) it is duly executed on a form acceptable to Us; and
- (2) a copy is on file with Us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

#### **GENERAL PROVISIONS**

**Entire Contract:** The Plan, including any endorsements and riders, the Master Application and the Insured Person's individual Application, if any, are the entire contract between the parties. All statements made by the Policyholder or an Insured Person will, in the absence of fraud, be deemed representations and not warranties and no such statement will be used in defense to a claim hereunder unless it is contained in a written statement signed by the Policyholder or the Insured Person, a copy of which has been furnished to the Policyholder or to the Insured Person.

No agent has authority to change or waive any part of the Plan. To be valid, any change or waiver must be in writing, approved by one of Our officers and made a part of the Plan.

**Modification:** The Plan may be modified by rider, endorsement or amendment. Consent of Insured Persons to any modification will not be required.

**Time Periods:** All time periods including the Certificate Term begin and end at 12:01 A.M., Standard Time at the Policyholder's address..

Workers' Compensation: The Group Policy does not satisfy any legal requirement for Workers' Compensation insurance.

The Plan is not intended to provide coverage where Workers' Compensation benefits are payable or claimed. If Workers' Compensation benefits are found due, payable, settled with or without a finding of coverage or owed to an Insured Person for the same accidental Injury for which benefits would be payable under the Plan, then no benefits will be paid under the Plan for the accidental Injury. If benefits have been paid for the accidental Injury, they will be fully reimbursed to Us by the Insured Person without reduction for costs of collection or attorney's fees. The Plan will not provide a legal defense nor indemnification for any suit brought against the Policyholder for any reason.

**Conformity with State Statutes:** Any provision of the Plan which, on the date it takes effect, is in conflict with the laws of the state where issued is amended to conform to the minimum requirements of said law.

**Incontestability:** Except for non-payment of premiums, We will not contest the validity of any Insured Person's coverage after it has been in force for two years from its date of issue. No statement made by an Insured Person relating to his insurability will be used to contest the validity of his insurance after the insurance has been in force for two years, exclusive of any period of disability, nor unless it is contained in a written Application signed by him.

**Subrogation:** We will be subrogated to any and all rights of recovery which any Insured Person may have or acquire against any party or the insurer of any party for benefits paid or payable under the Plan. Any Insured Person who receives medical or disability benefits from Us for any accidental Injury, is deemed to have assigned their right of recovery for such benefits to Us and agreed to do whatever is necessary to secure such recovery, including execution of all appropriate papers to cause repayment to Us. If the third party pays an Insured Person as a result of judgement, arbitration, compromise settlement or other arrangement for injuries sustained by the Insured Person for which benefits were paid under the Plan, the Insured Person agrees to repay Us for all benefits paid. Costs of collection including attorney's fees and court costs will be shared pro-rata between the Insured Person and Us.

In addition, if benefits are payable to an Insured Person under the Plan after a third party pays the Insured Person, We will take credit for all amounts received by the Insured Person, less amounts paid to Us, against all future payments under the Plan. No amount will be owed by Us until the amount of benefits We would have paid on behalf of or to the Insured Person exceeds the amount received by the Insured Person from a third party.

**Statements Not Warranties:** Statements made by the Policyholder or an Insured Person will be deemed representations and not warranties. No such statement will be used to void or reduce the insurance unless it is contained in a written, signed statement. If the statement was made by an Insured Person, We must furnish a copy to the Insured Person or his beneficiary.

**Right of Recovery:** Whenever payments have been made by Us with respect to benefits payable under the Plan in excess of the amount necessary, We will have the right to recover such payments. We will notify the Insured Person of such overpayment and request reimbursement from the Insured Person. However, should the Insured Person not provide such reimbursement, We have the right to offset such overpayment against any other benefits payable to the Insured Person and/or provider of services (based on authorization to assign benefits) under the Plan to the extent of the overpayment.

Whenever payments are made for benefits payable under the Plan, and those payments are later recovered from a third party, the Insured Person must reimburse Us to the extent of our payments.

## CERTIFICATE SCHEDULE



# INFORMATION SHEET – INDEPENDENT OWNER/OPERATOR PROGRAM {MOTOR CARRIER}{POLICYHOLDER}{ASSOCIATION}{ORGANIZATION}{EMPLOYER} DATA

Name of	{Motor Carrier}{Poli	cyhold	er}{Association}{Org	ganiza	tion}{Employer}:				
Address:									
Phone #:				F	Federal Tax I.D. #:				
Fax #: _				Cor	ntact Name:				
Description	on and scope of operation	tions:							
									_
Requested	d Effective Date:								
_			n the quotation dated:						
Denems i	equested are mose ou	umea n	n the quotation dated:						
CLASS	COST OF INSURANCE		ASSOCIATION FEE		MONTHLY FACTOR		# OF LIVES*		TOTAL MONTHLY COST
Class 1	\$	+	\$	=	\$	X		=	\$
Class 2	\$	+	\$	=	\$	Х		=	\$
Class 3	\$	+	\$	=	\$	X		=	\$
Class 4	\$	+	\$	=	\$	X		=	\$
					Total Monthly Pre	miuı	n for All Classes:		\$ (Minimum \$50)
					Monthl	ly Ac	Iministration Fee:		\$ 25.00
	Total Monthly Cost: \$								
	(Payable to Continental American Insurance Company)								
*The # of li	ves used should be the actu	al owner/	operator head count as of the	ne requ	ested effective date of	covei	age.		
Is this plan being sold in conjunction with the Contingent Indemnity/Employers Liability coverage? □ Yes □ No									
Agent Na	me:								
Phone #: Fax #:							Agent #:		
			rance company to covera e information above is tr					fect a	any insurance until approved
Applicant's Signature (Officer)					Title				Date
	Print/Type Nam	a Abox							

## ENROLLMENT FORM – INDEPENDENT OWNER/OPERATOR PROGRAM



Owner/Operator's N	Vame:						I	Date o	of Birth
Address:									
Phone #:		Fax #:				Social Se	ecurity #	#: <u> </u>	
Type of Truck/Trailer used: Radius of Operations: mil Cargo Description (include explanation & description of any hazardous materials):							ns: miles		
List the Motor Carri agreements only req								ies of	all lease agreements (lease
Motor Carrier				Address					Phone #
Beneficiary Designa	ntion:				Relat	tionship to Ov	wner/Op	erato	r:
Requested Effective	Date:			De	esired Mo	onthly Billing	Date (cl	heck	one): $\Box 1^{st} \Box 15th$
Benefits requested:	ts requested : Occupational Coverage  Solution   Combined Single Limit Deductible  Non-Occupational Coverage Accidental Death & Dismember Accident Medical Expense Deductible						erage Death & Dismemberment Iedical Expense		
Billing should be set		Owner/Operator Motor Carrier:					-		
	COST O	F INSURANCE		ASSOCIATIO	N/ADMIN	NISTRATION	FEE		TOTAL MONTHLY COST
	\$		+					=	\$
*Monthly Administrat	ion Fee not a	applicable if billing	Motor Ca	arrier.					
Make check payable to:  Continental American Insurance Company c/o Special Insurance Services, Inc.									
Agent Name:									
Phone #:		Fa	ıx #:				Agent #:		
This form does not bind any agent or insurance company to coverage. This is a Policy request form and will not effect any insurance until approved by the Company or its representatives. The information above is true and acceptable to the best of my knowledge.									
Owne	er/Operator'	s Signature			Da	te	<u> </u>		
{ASSOCIATION NAME} APPLICATION									
As signer, I enroll as a member of the (Association Name). I authorize and appoint the secretary of the {Association Name}, in office at any time, as my proxy, agent and attorney-in-fact to vote, to receive notices of any meetings and to otherwise act for me as if I were personally present. This proxy is irrevocable.									
I understand that dues, if any, are non-refundable and that benefits available to me are offered at the sole discretion of the {Association Name} and may vary by availability, vendor or state of residence of the member.									
Signature:							Date:		
For Office Use Only:	Date Recei	ved:		Approved by:			Mer	nbersh	ip #:

## SPECIFIC CASE ENDORSEMENT

Policyholder:	
Policy Number:	
Effective Date Of Endors	sement:
- ·	resement is attached is hereby changed as stated below. It is effective on the date shown below aster policy terminates unless a specific termination date is stated herein.
1) {}	

Other than the changes shown above, all other terms and provisions of the policy remain the same.

CONTINENTAL AMERICAN INSURANCE COMPANY

D. Crim-Indall
President

 SERFF Tracking Number:
 CAIC-125718326
 State:
 Arkansas

 Filing Company:
 Continental American Insurance Company
 State Tracking Number:
 39478

Company Tracking Number: 6889

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: SIS Accident 08

Project Name/Number: /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CAIC-125718326 State: Arkansas
Filing Company: Continental American Insurance Company State Tracking Number: 39478

Company Tracking Number: 6889

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: SIS Accident 08

Project Name/Number:

## **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice Approved-Closed 07/07/2008

Comments: Attachment:

CAIC READABILITY CERT.pdf

**Review Status:** 

Bypassed -Name: Application Approved-Closed 07/07/2008

**Bypass Reason:** The application that will be used with this filing is attached.

Comments:

Review Status:

Satisfied -Name: Certification of Compliance Approved-Closed 07/07/2008

Comments: Attachment:

CAIC CERT OF COMPLIANCE.pdf

Review Status:

Satisfied -Name: Cover Letter Approved-Closed 07/07/2008

Comments: Attachment:

CAIC SIS ACC AR subletter.pdf



2801 Devine Street, Columbia, South Carolina 29205

### READABILITY CERTIFICATION

I, <u>James J. Hennessy</u>	, hereby certify that the following form has the following					
readability score as calculated by	y the Flesch Reading Ease Test:					
Form	Readability Score					
CAI7100	42					
CAI7101	40					
CAI7110	40					
CAI7111	40					
CAI7139	56.3					
Date	James J. Hennessy, AIRC, ACP, CCP					
	Vice President, Compliance					
	Continental American Insurance Company					



2801 Devine Street, Columbia, South Carolina 29205

## **CERTIFICATION OF COMPLIANCE**

I have reviewed or supervised the review of the form of certify that to the best of my knowledge and belief applicable statutes, regulations, and bulletins of the S certify that they will be revised and/or discontinued in statutes, regulations, or bulletins which would prohibit to	they are in compliance with the tate of I further the event of future changes in the
James J. Hennessy, AIRC, ACP, CCP Vice President, Compliance	
Continental American Insurance Company	
Date	



#### 2801 Devine Street, Columbia, South Carolina 29205

July 1, 2008

Mr. Harris Shearer Arkansas Department of Insurance 1200 West Third Street Little Rock, AR 72201-1904

RE: Continental American Insurance Company

FEIN: 57-0514130 NAIC: 71730

CAI7100 Master Policy CAI7101 Certificate

CAI7110 Master Application CAI7111 Enrollment Application

CAI7139 Endorsement

Dear Mr. Shearer:

The above captioned forms are being filed for approval. This is a new filing, and will not replace any forms now on file with your department. Accordingly, we have enclosed any required transmittals and certificates.

This filing contains **Group Accident Insurance Policy** forms that can be contributory or non-contributory. The plan provides benefits for the employees when they are injured in a covered accident.

The forms contains certain variable information, each of these variables are indicated by braces {}. The only variations would be for plan types being offered to the employer group and will not be optional at the employee level.

Your consideration and approval is requested. If you have any questions, please contact Kathy Peterson at (888) 730-2244 (4332) or via email at companycompliance@caicworksite.com.

Sincerely,

James J. Hennessy, AIRC, ACP, CCP Vice President, Compliance Continental American Insurance Company /kp